

# Exhibit 374

## PART 33

*United States of America ex rel. Ven-A-Care of the Florida Keys, Inc., et al.*  
*v. Dey, Inc., et al.*, Civil Action No. 05-11084-PBS

**Exhibit to the August 28, 2009 Declaration of Sarah L. Reid in Support  
of Dey's Opposition to Plaintiffs' Motion for Partial Summary Judgment**

POWER OF ATTORNEY

Attorney-in-fact shall be applicable to all real and private property, personal property or interest therein now owned or hereafter acquired, by me as the 'ENS LEGIS/LLC' and wherever situated, and as evidenced by a filed security interest.

My said Attorney-In-Fact: Michael Todd RICKS is empowered hereby to determine in his sole discretion the time, purpose for, and manner in which any power herein conferred upon him shall be exercised, and the conditions, provisions, and covenants, of any instrument(s) or document(s) which may be executed by him pursuant hereto; and in the acquisition or distribution of real, personal, or private property, my said Attorney-in-fact shall have exclusive power to fix the terms or amounts thereof for cash, funds, credit and/or affecting all property, including rights, titles, or interest to the same, and if on or for credit – with or without security.

When the context so requires, the masculine gender includes the feminine and/or neuter, and the singular numbers include the plural.

SIGNATURES

The Parties executes this Power of Attorney, Certified and Sworn True, on the Secured Party's" Inhabitant's Unlimited Commercial Liability. Secured Party ACCEPTS with House Joint Resolution 192 of June 5<sup>th</sup>, 1933, UCC § 1-104, 10-104 and UCC § 3-419. All signatures in accord with UCC §§ 3-419. Secured Party accepts Debtor's signature in accord with UCC §§ 1-201 (39), 3-401(b) and accepts for value this Power of Attorney

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT  
AND  
NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL

Executed this 17<sup>th</sup> day of June 1977 and signed this 11<sup>th</sup> day of March 2007 C.E.

MICHAEL TODD RICKS  
MICHAEL TODD RICKS  
DEBTOR, TRANSMITTING UTILITY  
Employer ID. 229-96-2883  
ALL DEBTOR Jointly & Severally  
Are bound as one DEBTOR CORPORATION

Michael I. Ricks-Bey  
Michael-Todd: Ricks-Bey©, Sui Juris  
Secured Party, "Moorish Inhabitant"  
Holder In Due Course  
Unlimited Commercial Liability  
Without Prejudice UCC § 1-308



POWER OF ATTORNEYVERIFICATION

Washitaw Nation of Muurs )

Republic of Oklahoma ) SS VERIFIED DECLARATION

County of Beckham )

United States of America )

I, Michael-Todd: Ricks-Bey©, Declaration herein, one of the Private People in the Washitaw Nations of Muurs, de Dugdah Mound Ya and Commonwealth of Virginia Republic, one of The United States, of America, a union of republic states under penalties of perjury under The Laws of The United States of America and of the Oklahoma Republic or any "STATE OF", that Declarant is competent to be a witness and that the facts contained herein are true, correct, complete, and not misleading, to the best of Declarant's personal knowledge and belief.

As a Notary Public for said County and State, I do hereby certify that on this 11<sup>th</sup> day of March, 2007, that Michael-Todd: Ricks-Bey©, the above mentioned, appeared before me and executed the foregoing. Witness my hand and seal:

Without Prejudice UCC 1-308, UCC 1-103.6  
Authorized Representative, Attorney-In-Fact



Michael Todd Ricks-Bey©, Secured Party-Principal  
in behalf of the Debtor, MICHAEL TODD RICKS-BEY©  
JURISTIC PERSON, ENS LEGIS  
By Special Appearance Pro Per

Notary Public

My Commission Expires: 04/20/11



NOTE: Using a notary on this document or any other document does not constitute any adhesion contract to the State. The purpose for notary is verification and acknowledgement of signer only and not for entrance into any foreign jurisdiction.

Form: POA-072819822883-MTRB

Secured Party: Michael Todd Ricks-Bey©

For the Power of Attorney 1977 by the Michael Todd Ricks-Bey©

PRIVATE AGREEMENT

AGREEMENT NUMBER: PA-061619592883-MTRB

## Non-Negotiable – Private Between the Parties

DEBTOR

MICHAEL TODD RICKS  
 MICHAEL T. RICKS  
 RICKS, MICHAEL TODD  
 RICKS, Michael Todd  
 RICKS, Michael T.  
 Michael T. Ricks

Post Office Box 440371  
 Aurora, CO 80044-0371

DEBTOR

MICHAEL TODD RICKS-BEY  
 MICHAEL T. RICKS-BEY  
 RICKS-BEY, MICHAEL TODD  
 RICKS-BEY, Michael Todd  
 RICKS-BEY, Michael T.  
 Michael T. Ricks-Bey

SECURED PARTY

Michael Todd Ricks-Beyo  
 "Inhabitant," sui juris  
 Unlimited Commercial Liability

"The State of Virginia"  
 [46 Mulberry Avenue  
 County of Newport News]  
 Near [23607-4307]

**This Private Agreement** is mutually agreed upon and entered into on this Seventeenth Day of the Sixth Month in the Year of Our Lord One Thousand and Nineteen Seventy Seven between the juristic person: "MICHAEL TODD RICKS<sub>o</sub>", and any and all derivatives and variations in spelling of said name hereinafter jointly and severally "Debtor", except, "Michael Todd Ricks-Beyo", the living breathing, flesh-and-blood man, known by the distinctive appellation Michael Todd Ricks-Beyo, hereinafter "Creditor".

In consideration for Creditor (a) constituting the source, origin, substance, and being, *i.e.* basis of "preexisting claim", from which the existence of Debtor is derived, and the basis upon which Debtor functions as a *transmitting utility*, *i.e.* serves as a conduit, granting Creditor capacity for interacting, contracting, and exchanging goods and service in commerce with the other artificial/juristic persons; (b) constituting the source of Debtor's assets, via the sentient existence, exercise of faculties, and labor of Creditor, which provides valuable consideration sufficient for supporting any contract whatsoever that Debtor may execute and concerning which Debtor may be regarded as bound, and (c) providing the security for payment of all sums now due and owing, and as might become due and owing, by Debtor, for Debtor, for valuable consideration, does hereby and herewith Agree and Covenant that Debtor shall undertake the obligation of (i) functioning and serving as a transmitting utility for the benefit of Creditor, granting Creditor ability for engaging in commerce with the other persons, and (ii) indemnifying, defending, and holding Creditor harmless from and against any and all liability, claims, demands, order, summonses, warrants, judgments, damage, cost, losses, liens, levies, depositions, lawsuits, legal actions, penalties, fines, interest, and expenses whatsoever, both absolute and contingent, due and as might become due, now existing and hereafter arising, however evidenced, suffered, incurred by, and imposed on Debtor, and for whatever reason, purpose, and cause whatsoever. **Debtor, for valuable consideration, does also hereby and herewith expressly acknowledge, consent, and agree that Creditor cannot and must not, under any circumstance, nor in any manner whatsoever, be deemed an accommodation party, nor a surety, for Debtor. Words Defined: Glossary Terms.** As used in this Private Agreement, the following words and terms express the meanings set forth as follows, *non obstante*:

Form: PA-061619592883-MTRB

Secured Party: Michael Todd Ricks-Beyo

For the Private Agreement 1977 by the Michael Todd Ricks-Beyo

PRIVATE AGREEMENT

**Appellation:** In this Private Agreement the term "appellation" means: A general term that introduces and specifies a particular term with may be used in addressing, greeting calling out for, and making appeals of a particular living, breathing flesh-and-blood man.

**Conduit:** In this Private Agreement the term "conduit" signifies a means of transmitting and distributing energy and the effects/produce of labor, such as goods and services, via the name, "MICHAEL TODD RICKS<sub>o</sub>", also known by any and all derivatives and variations in the spelling of said name of Debtor

except all derivatives and variations in the spelling of the name of "Michael Todd Ricks-Bey<sub>o</sub>", Creditor.

**Creditor:** In this Private Agreement the term "Creditor" means "Michael Todd Michael Todd Ricks-Bey <sub>o</sub>" and all derivatives and variations in the spelling of the name of "Michael Todd Michael Todd Ricks-Bey <sub>o</sub>".

**Debtor:** In this Private Agreement the term "Debtor" means "MICHAEL TODD RICKS<sub>o</sub>", also known by any and all derivatives and variations in the spelling of said name excepting "Michael Todd Michael Todd Ricks-Bey <sub>o</sub>" and all derivatives and variations in the spelling of the name of "Michael Todd Michael Todd Ricks-Bey <sub>o</sub>".

**Derivative:** In this Private Agreement the word "derivative" means coming from another; taken from something preceding; secondary; that which has not the origin in itself, but obtains existence from something foregoing and of a more primal and fundamental nature; anything derived from another.

**Ens Legis:** In this Private Agreement the term "ens legis" means a creature of the law; an artificial being, such as a corporation, considered as deriving its existence entirely from the law, as contrasted with a natural person.

**MICHAEL TODD RICKS.** In this Private Agreement the term "MICHAEL TODD RICKS<sub>o</sub>" means MICHAEL TODD RICKS<sub>o</sub>, and any and all derivate and variations in the spelling of said name except "Michael Todd Ricks-Bey<sub>o</sub>," Common Law Copyright© 1977 by Michael Todd Ricks-Bey<sub>o</sub>. All Rights Reserved.

**MICHAEL TODD RICKS.** In this Private Agreement the term "MICHAEL TODD RICKS<sub>o</sub>" means the sentient, living being known by the distinctive appellation "Michael Todd Ricks-Bey<sub>o</sub>." All rights are reserved re use of Michael Todd Ricks-Bey<sub>o</sub>, Autograph Common-Law Copyright© 1977 by Michael Todd Ricks-Bey<sub>o</sub>.

**Juristic Person:** In this Private Agreement the term "juristic person" means an abstract, legal entity ens legis, such as a corporation, created by construct of law and considered as possessing certain rights and duties of a human being; an imaginary entity, such as Debtor, i.e. MICHAEL TODD RICKS<sub>o</sub> which, on the basis of legal reasoning, is legally treated as a human being for the purpose of conducting commercial activity for the benefit of a biological, living being, such as Creditor.

PRIVATE AGREEMENT

"From the earliest times the law has enforced rights and exacted liabilities by utilizing a corporate concept—by recognizing, that is, juristic persons other than human beings. The theories by which this mode of legal operation has developed, has been justified, qualified, and defined are the subject matter of a very sizable library. The historic roots of a particular society, economic pressures, philosophic notions, all have had their share in the law's response to the ways of men in carrying on their affairs through what is now the familiar device of the corporation—Attribution of legal rights and duties to a juristic person other than man is necessarily a metaphorical process, and none the worse for it. No doubt, "Metaphors in law are to be narrowly watched." *Cardozo, J., Berkey v Third Avenue R. Co.*, 244 NY 84, 94, "But all instruments of thought should be narrowly watched lest they be abused and fail in their service to reason." See *U. S. v SCOPHONY CORP. OF AMERICA*, 333 U. S. 795:68 S.Ct.855; 1948 U.S.

**Living, Breathing, flesh-and-blood man:** In this Private Agreement the term "living, breathing, flesh-and-blood man" means the Creditor, "Michael Todd Ricks-Beyo", a sentient, living being, as distinguished from an artificial legal construct, ens legis, i.e. a juristic person created by construct of law.

**Non obstinate:** In this Private Agreement the term "non obstinate" means: Words anciently used in public and private instruments with the intent of precluding, in advance, any interpretation other than certain declared objects, purposes.

"There, every man is independent of all laws, except those prescribed by nature. He is not bound by any institutions formed by his fellowmen without his consent." *CRUDEN v. NEALE*, 2 N.C. 338 (1796) 2 S.E. 70.

**Private Agreement.** In this Private Agreement the term "Private Agreement" means the written, express, Private Agreement No. PA-061619592883-MTRB dated the Seventeenth Day of the Sixth Month in the year of Our Lord One Thousand and Nineteen Seventy Seven, between Creditor and Debtor, together with all modifications of and substitutions for said Private Agreement.

**Sentient, living, being.** In this Private Agreement the term "sentient, living being" means the Creditor, i.e. Michael Todd RICKS, a living, breathing, flesh-and-blood man, as distinguished from an abstract legal construct such as an artificial entity, juristic corporation, partnership, association, and the like.

**Signature.** See UCC § 3-401 (b) (what is considered signature).

**Signed.** See UCC § 1-201 (39) (what is considered signed)

**UCC.** In this Hold-Harmless and Indemnity Agreement the term "transmitting Utility" means Uniform Commercial Code.

**Transmitting Utility.** In this Private Agreement the term "transmitting utility" means a 'commercial transmitting utility', i.e., a conduit for all commercial presentments and matters passed to or presented to the Debtor, i.e. MICHAEL TODD RICKS.

**UCC.** In this Private Agreement the term "transmitting Utility" means Uniform Commercial Code.

PRIVATE AGREEMENT

This is a continuing Private Agreement and perpetuates in effect until the death, i.e. the permanent cessation of all vital functions and faculties, of Creditor.

This Private Agreement No-PA-06161959-MTRB is dated: the Seventeenth Day of the Sixth Month in the Year of Our Lord One Thousand and Nineteen Seventy Seven.

Debtor: MICHAEL TODD RICKS®

MICHAEL TODD RICKS®

Debtor's Signature, JURISTIC PERSON, ENS LEGIS

Creditor accepts Debtor's signature in accord with §§ 1-201(39), 3-401 (b)

Creditor's Signature

*Michael T. Ricks-Bey®*

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VERIFICATION

Washtaw Nation of Muurs )  
 Republic of Oklahoma ) SS VERIFIED DECLARATION  
 County of Beckham )  
United States of America )

I, Michael-Todd: Ricks-Bey®, Declaration herein, one of the Private People in the Washtaw Nations of Muurs, de Dugdah Mound Ya and Commonwealth of Virginia Republic, one of The United States, of America, a union of republic states under penalties of perjury under The Laws of The United States of America and of the Oklahoma Republic or any "STATE OF", that Declarant is competent to be a witness and that the facts contained herein are true, correct, complete, and not misleading, to the best of Declarant's personal knowledge and belief.

As a Notary Public for said County and State, I do hereby certify that on this 11<sup>th</sup> day of March, 2007, that Michael-Todd: Ricks-Bey®, the above mentioned, appeared before me and executed the foregoing. Witness my hand and seal:

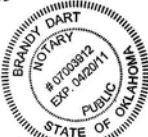
Without Prejudice UCC 1-308, UCC 1-103.6  
 Authorized Representative, Attorney-In-Fact



*Michael T. Ricks-Bey®*  
 Michael Todd Ricks-Bey®, Secured Party-Principal  
 in behalf of the Debtor, MICHAEL TODD RICKS®  
 JURISTIC PERSON, ENS LEGIS  
 By Special Appearance Pro Per

Notary Public

My Commission Expires: 04/20/11



NOTE: Using a notary on this document or any other document does not constitute an acknowledgment of signer only and not for entrance into any foreign jurisdiction.

Form: PA-061619592883-MTRB

Secured Party: Michael Todd Ricks-Bey®

For the Private Agreement 1977 by the Michael Todd Ricks-Bey®

**BILL OF PEACE**

**Empowered By Operation of Law**

Washitaw Nation of Muurs	)
Republic of Oklahoma	)
County of Beckham	)
United State of America	) <b>SS VERIFIED DECLARATION</b>

**NOTICE TO AGENT IS NOTICE TO PRINCIPAL, NOTICE TO PRINCIPAL IS NOTICE TO AGENT**

One living, sentient, free-will, natural man, known as **Michael Todd Ricks-Bey**®, hereinafter "one", acting in unlimited-liability capacity with rights granted by life and upheld by all valid and just law, declares and attest true, correct and complete, in accordance with one's deeply held spiritual convictions and creed, that one is not an enemy of: **THE SECRETARY OF THE UNITED STATES, ATTN: CONDOLEEZZA RICE**

1. Life, Allah, the laws of being, natural law, truth, love, good will, peace, eternal verities, sanity, and the highest universal principles of humanity.
2. All rights of the **sovereign people** living on the soil of the land commonly referenced as "Colorado" secured by life, just law, the Constitution of the united States, 1787, the **BILL OF RIGHTS**, 1791, the Constitution of the State of Colorado, 1876 and otherwise.
3. The universal rights of man.
4. People of good will everywhere.

One claims all sovereignty, unalienable rights and power to exercise said rights, innate in One's life and as secured and guaranteed by the *de jure* Constitution of the united States, 1787, and First Ten Articles of Amendment, 1791, "**Bill Of Rights**".

One extends to Bill Owens Governor of The State of Colorado a Manwith Scales, jointly and severally hereinafter reference as "Respondent", and every other living being alleging involvement with so-called CITY OF CASTLE ROCK/DENVER CITATION/CASE #04CR383/05CR3183 allegedly bearing involvement with some undefined an unproven being/entities/ persons/ corporations/ trusts/ limited partnerships/ associations/ unincorporated association/ whatever referenced as "**BILL RITTER**", "**A MANWITH SCALES**", covenant and creed of peace and good will and mutual agreement to respect life, rights dignity, freedom, and property of one, Respondent, and all people.

Respondent, and everyone desiring to contract with one as herein, possesses two (2) options are this Bill of Peace: